

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: Exelixis, Inc

Policy Number: GTP 0009158896

GROUP ACCIDENT INSURANCE

Certificate

This Certificate provides a summary of the important features of the coverage. This is not the insurance contract and only the actual Policy provisions will control. The Policy itself sets forth in detail the rights and obligations of both the Insured and the Company. This insurance is provided to Eligible Classes of persons of the Policyholder while those persons are participating in Covered Hazards.

Important Notice:

For questions regarding this Certificate, please contact the Company at the administrative office displayed above. The Company may also be contacted by telephone at 1-212-458-5000.

If discussions with the Company have failed to produce a satisfactory resolution to a problem, the California Department of Insurance may be contacted at:

**California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, CA 90013**

Telephone: 1-800-927-HELP

ELIGIBILITY FOR COVERAGE

The persons eligible for coverage are:

- I All active full-time U.S. Executives of the Policyholder.
- II All active full-time U.S. Employees of the Policyholder, not included in any other Class.
- III All Eligible Spouses, who are traveling with the Employee at the direction of the Policyholder, who are not in any other Class.
- IV All Eligible Dependent Children, who are traveling with the Employee at the direction of the Policyholder, who are not in any other Class.

Domestic Partner means a person who has entered into a Domestic Partnership.

Domestic Partnership means an arrangement whereby a person who is a party to and files a Declaration of Domestic Partnership with the Secretary of State of California establishing a domestic partnership with another person.

Eligible Spouse - as used above, means the Insured's legal spouse or Domestic Partner.

Eligible Dependent Children - as used above, means the Insured's unmarried children, including natural children from the moment of birth, step or foster children, or adopted children from the moment

of placement in the home of the Insured, under age 26 and primarily dependent on the Insured for support and maintenance.

Any unmarried Eligible Dependent Children of the Insured covered under the Policy before reaching the age limit specified above, who are incapable of self-sustaining employment by reason of mental or physical incapacity, and who are primarily dependent on the Insured for support and maintenance, may continue to be eligible under the Policy beyond that age limit for as long as the Policy is in force, but only if they remain continuously covered under the Policy. The Company may request that the Insured submit satisfactory proof of the Eligible Dependent Child(ren)'s incapacity and dependency to the Company within 60 days before the Eligible Dependent Child(ren) reach the age limit specified above. If the Insured fails to furnish the requested proof before the Eligible Dependent Child(ren) reach the age limit, coverage for the Eligible Dependent Child(ren) will not be extended past the age limit. If coverage is extended, the Company may request that the Insured submit satisfactory proof of the Eligible Dependent Child(ren)'s continued incapacity and dependency to the Company on an annual basis. If the Insured fails to furnish the requested proof within 31 days of the request, coverage for the Eligible Dependent Child(ren) will terminate at the end of that 31-day period. Satisfactory proof of a child's incapacity as used herein means a physician's diagnosis, a Social Security designation or any similar documentation.

AMOUNT OF COVERAGE FOR EACH CLASS OF INSURED PERSON

I	\$500,000
II	\$500,000
III	\$100,000
IV	\$50,000

Aggregate Limit: \$5,000,000 for Hazards H-12, H-20, H-32, H-39, H-40

Benefits shown in any row of the Table below apply only to an Eligible Person in a Class shown in that row, only with respect to an accident that occurs under the circumstances described in a Hazard shown in that row as to such person. Any other Rider shown in any row of the Table below applies only with respect to the Classes, Hazards, Benefits, and Riders shown in that row.

TABLE OF HAZARDS, BENEFITS, AND RIDERS

Class	Hazards	Benefits	Riders
I	H-20, H-40	B-1, B-2, B-4, B-6, B-7, B-10, B-13, B-16, B-25, B-26, B-28, B-30, B-42, B-44, B-45, B-46, B-47, B-48, B-51	E-2, U40016, 89644 6-13
II	H-12, H-32, H-39	B-1, B-2, B-4, B-6, B-7, B-10, B-13, B-16, B-25, B-26, B-28, B-30, B-42, B-44, B-45, B-46, B-47, B-48, B-51	E-2, U40016, 89644 6-13
III	H-39, H-43, H-44	B-1, B-2, B-4, B-6, B-7, B-10, B-13, B-16, B-25, B-26, B-28, B-30, B-42, B-44, B-45, B-46, B-47, B-48, B-51	E-2, U40016, 89644 6-13
IV	H-39, H-43, H-44	B-1, B-2, B-4, B-6, B-7, B-13, B-16, B-25, B-26, B-28, B-42,	E-2, U40016, 89644 6-13

COVERAGE EFFECTIVE DATE

Insurance will become effective as to each eligible person in consideration of the required premium payment on the later(est) of: (a) the Policy Effective Date; or (b) the first day of active employment, whichever occurs later.

INSURED'S EFFECTIVE AND TERMINATION DATES

An Insured's coverage begins on the latest of: (1) the Policy Effective Date; (2) the date the person becomes a member of an Eligible Class of Persons; or (3) the Coverage Effective Date.

An Insured's coverage ends on the earliest of: (1) the date the Policy is terminated; (2) the premium due date if premiums are not paid when due; or (3) the date the Insured ceases to be a member of an Eligible Class.

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force under the Policy.

Continuation of Eligibility. If premium payments are continued, an Insured who ceases to be a member of an Eligible Class may still be regarded as eligible for coverage as follows: (1) if the Insured is on temporary lay-off or leave of absence (other than an authorized family or medical leave), for the full period of the lay-off or leave, but not for more than three months in a row; or (2) if the Insured is absent from work due to an authorized family and medical leave, for the full period of the leave, but not for more than three months in a row unless a longer period is agreed to by Us and the Policyholder.

INSURED DEPENDENT(S)' EFFECTIVE AND TERMINATION DATES

An Insured Dependent's coverage begins on the latest of: (1) the date the Insured's coverage begins; or (2) the date the person becomes a member of an Eligible Class; or (3) the Coverage Effective Date.

An Insured Dependent's coverage ends on the earliest of: (1) the date the Insured's coverage ends; (2) the premium due date if premiums for the Insured Dependent are not paid when due; (3) the date the Insured Dependent ceases to be a member of an Eligible Class.

DEFINITIONS USED IN THIS CERTIFICATE

Accident or accidental means a sudden, incidental, undesirable or unfortunate event, happening or circumstance, often with lack of intention or necessity, that causes Injury.

Airworthiness Certificate means the "Standard" Airworthiness Certificate issued by the Federal Aviation Agency of the United States of America or its equivalent issued by the governmental authority having jurisdiction over civil aviation in the country of registry.

Civilian Aircraft means a civil or public aircraft having a current and valid Airworthiness Certificate and piloted by a person who has a current and valid medical certificate and pilot certificate with appropriate ratings for the aircraft. A Civilian Aircraft does not include a Policyholder Aircraft.

Immediate Family Member means a person who is related to the Insured Person in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

Injury - means bodily injury: (1) which is sustained as a result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's coverage under the Policy is in force; (2) which occurs under the circumstances described in a Hazard applicable to that person; and (3) which causes a covered loss under a Benefit applicable to such Hazard.

Insured means a person: (1) who is a member of an Eligible Class of persons as described in the Eligibility for Coverage section; (2) for whom premium has been paid; and (3) while covered under the Policy. However, an Insured does not include any person covered under the Policy solely as an Insured Dependent.

Insured Dependent means an Insured Spouse or an Insured Dependent Child.

Insured Dependent Child means the Insured's Eligible Dependent Child as described in the Eligibility for Coverage section: (1) for whom premium has been paid; and (2) while covered under the Policy.

Insured Person means an Insured or an Insured Dependent.

Insured Spouse means the Insured's Eligible Spouse as described in the Eligibility for Coverage section: (1) for whom premium has been paid; and (2) while covered under the Policy.

Military Air Transport Aircraft means an aircraft having a current and valid Airworthiness Certificate; piloted by a person who has a current and valid medical certificate and pilot certificate with appropriate ratings for the aircraft; and operated by the United States of America, or by the similar air transport service of any duly constituted governmental authority of any other recognized country.

Passenger means a person not performing as a pilot, operator or crew member of a conveyance.

Physician means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) the Insured Person; 2) an Immediate Family Member; or 3) retained by the Policyholder.

Policyholder Aircraft means any aircraft with a current and valid Airworthiness Certificate and owned, leased or operated by the Policyholder.

Sojourn and Personal Deviation, Sojourn or Personal Deviation means trips taken by the Insured Person (a) While on the Business of the Policyholder but (b) which are not assignments from or at the direction of the Policyholder for the purpose of furthering the business of the Policyholder. Such travel or activities include, but are not limited to sight-seeing trips to locations away from the place where business of the Policyholder is primarily transacted.

Specialized Aviation Activity means an aircraft while it is being used for one or more of the following activities:

- acrobatic or stunt flying
- racing
- any endurance tests
- any flight on a rocket-propelled or rocket-launched aircraft
- crop dusting
- crop seeding
- crop spraying
- fire fighting
- exploration
- pipe line inspection
- power line inspection
- any form of hunting
- bird or fowl herding
- aerial photography
- banner towing

- any test or experimental purpose
- any flight which requires a special permit or waiver from the authority having jurisdiction over civil aviation, even though granted.

Trip means a trip taken by an Insured which begins when the Insured leaves his or her residence or place of regular employment for the purpose of going on the trip (whichever occurs last), and is deemed to end when the Insured returns from the trip to his or her residence or place of regular employment (whichever occurs first). However, the trip is deemed to exclude any period of time during which the Insured is on an authorized leave of absence or vacation or travel to and from the Insured's place of regular employment. "Trip" does not include the Insured's trip to a location that extends for more than 365 days. Such a trip will be deemed to change the Insured's residence or place of regular employment to the new location.

While on the Business of the Policyholder means while on assignment by or at the direction of the Policyholder for the purpose of furthering the business of the Policyholder, but does not include any period of time: (1) while the Insured Person is working at his or her regular place of employment; (2) during the course of everyday travel to and from work; or (3) during an authorized leave of absence or vacation. If an Insured's assignment to a location exceeds 365 days such assignment will be deemed to change the Insured's residence and regular place of employment to the new location.

DESCRIPTION OF COVERED HAZARDS

The following Hazards apply only to Insured Persons in Classes as indicated in the Table of Hazards, Benefits and Riders.

H-12 24-Hour Accident Protection While On a Trip (Business Only)

This Hazard applies only with respect to an Injury sustained by an Insured Person:

1. While on the Business of the Policyholder; and
2. during the course of any Trip, including a Sojourn or Personal Deviation taken during the course of the Trip, made by such person.

With respect to a Sojourn or Personal Deviation, this Hazard applies only where the Sojourns or Personal Deviations if they involve one or more stops en route and/or an extension of time spent at the destination(s) with respect to the circumstances described herein, do not last longer than a total of 14 days.

With respect to any period of time such Insured Person is traveling on a conveyance during the course of any such trip, this Hazard applies only with respect to Injury sustained by the person:

1. while operating or riding in or on (including getting in or out of, or on or off of), or by being struck or run down by any conveyance being used as a means of land or water transportation, except:
 - a. any such conveyance the Insured Person has been hired to operate or for which the Insured Person has been hired as a crew member and while the Insured Person is performing as an operator or crew member on any such conveyance; or
 - b. any such conveyance the Insured Person is operating, or for which the Insured Person is performing as a crew member, (including getting in or out of, or on or off of) for the transportation of passengers or property for hire, profit or gain; or
2. while riding as a Passenger in or on (including getting in or out of, or on or off of):
 - a. any Civilian Aircraft; or
 - b. any Military Air Transport Aircraft; or
3. by being struck or run down by any aircraft.

Exclusions. Exclusion 2 in the General Exclusions section is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. It is not waived with respect to such person traveling or flying

in or on (including getting in or out of, or on or off of) any aircraft other than as expressly described in this Hazard, unless otherwise provided by the Policy.

In addition to all other exclusions in the General Exclusions, the circumstances described in this Hazard are deemed to exclude travel or flight in or on (including getting in or out of, or on or off of) any Policyholder Aircraft, unless otherwise provided by the Policy, and any aircraft while it is being used for Specialized Aviation Activity(ies).

H-20 24-Hour Accident Protection

This Hazard applies only with respect to Injury sustained by an Insured Person anywhere in the world.

With respect to any period of time such Insured Person is traveling on a conveyance, this Hazard applies only with respect to Injury sustained by the person:

1. while riding as a Passenger in or on (including getting in or out of, or on or off of):
 - a. any Civilian Aircraft; or
 - b. any Military Air Transport Aircraft; or
2. while operating or riding in or on (including getting in or out of, or on or off of), or by being struck or run down by any conveyance being used as a means of land or water transportation; or
3. by being struck or run down by any aircraft.

Exclusions. Exclusion 2 in the General Exclusions is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. It is not waived with respect to such person traveling or flying in or on (including getting in or out of, or on or off of) any aircraft other than as expressly described in this Hazard, unless otherwise provided by the Policy.

In addition to all other exclusions in the General Exclusions, the circumstances described in this Hazard are deemed to exclude travel or flight in or on (including getting in or out of, or on or off of) any Policyholder Aircraft, unless otherwise provided by the Policy, and any aircraft while it is being used for any Specialized Aviation Activity(ies).

H-32 Extraordinary Commuting

This Hazard applies only with respect to Injury sustained by an Insured Person during the course of Extraordinary Commuting. This Hazard does not apply with respect to Commuting other than Extraordinary Commuting.

Exclusions. Exclusion 2 in the General Exclusions is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. However that Exclusion is not waived with respect to the person traveling or flying in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the accident causing such Injury occurs while the person is:

1. riding as a Passenger in any aircraft not intended and/or licensed for the transportation of Passengers.
2. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
3. riding as a Passenger in a Policyholder Aircraft or an aircraft owned, leased or operated by the Insured Person's employer.

All other exclusions in the General Exclusions apply.

“Commuting” means everyday travel between the Insured Person’s residence and place of regular employment with the Policyholder, where his or her purpose in being at such place of employment is to perform assigned duties relating to such employment for which compensation is received. As used in this Hazard, Commuting does not include Sojourn or Personal Deviation.

“Extraordinary Commuting” means Commuting by automobile or other means of transportation, but only when it is necessary for the Insured Person to use such means of transportation because of the

discontinuance of service, due to strike or major breakdown, of one or more public transportation systems he or she regularly uses.

H-39 War Risk (Business Only)

This Hazard applies only with respect to Injury sustained by an Insured Person While on the Business of the Policyholder and as a result of an act of declared or undeclared war within the geographic limits or territorial waters of, or airspace above the geographic limits or territorial waters of, a Designated War Risk Territory (but not such an act in which the Insured Person is an active participant).

Termination Date. This Hazard ceases on the earliest of: (1) the date the Policy terminates; or (2) the date We receive written notice from the Policyholder of the Policyholder's intent to terminate the applicability of this Hazard (or on the date specified in the written notice, if later); or (3) the date specified in Our written notice to the Policyholder of Our intent to terminate the applicability of this Hazard (or 30 days after the date the written notice is received by the Policyholder, if later).

Termination of the applicability of this Hazard will not affect a claim for a covered loss that occurred while this Hazard was still applicable.

Exclusions. Exclusion 2 in the General Exclusions is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. However, unless previously consented to in writing by Us, that Exclusion is not waived, and this Hazard does not apply, with respect to the person traveling or flying in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the accident causing such Injury occurs while the person is:

1. riding as a Passenger in any aircraft not intended and/or licensed for the transportation of Passengers.
2. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
3. riding as a Passenger in a Policyholder Aircraft or an aircraft owned, leased or operated by the Insured Person's employer.

Exclusion 3 in the Exclusions section is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard, and only where the accident occurs within the geographic limits or territorial waters of, or airspace above the geographic limits or territorial waters of, a Designated War Risk Territory. All other exclusions in the General Exclusions apply.

"Designated War Risk Territory(ies)" means worldwide. A Designated War Risk Territory does not include the United States of America or the Insured Person's country of permanent residence.

H-40 24-Hour War Risk

This Hazard applies only with respect to Injury sustained by an Insured Person as a result of an act of declared or undeclared war within the geographic limits or territorial waters of, or airspace above the geographic limits or territorial waters of, a Designated War Risk Territory (but not such an act in which the Insured Person is an active participant).

Termination Date. This Hazard ceases to apply on the earliest of: (1) the date the Policy terminates; or (2) the date We receive written notice from the Policyholder of the Policyholder's intent to terminate the applicability of this Hazard (or on the date specified in the written notice, if later); or (3) the date specified in Our written notice to the Policyholder of Our intent to terminate the applicability of this Hazard (or 30 days after the date the written notice is received by the Policyholder, if later).

Termination of the applicability of this Hazard will not affect a claim for a covered loss that occurred while this Hazard was still applicable.

Exclusions. Exclusion 2 in the General Exclusions is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. However, that Exclusion is not waived, and this Hazard does not apply, with respect to the person traveling or flying in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the accident causing such Injury occurs while the person is:

1. riding as a Passenger in any aircraft not intended and/or licensed for the transportation of Passengers.
2. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
3. riding as a Passenger in a Policyholder Aircraft or an aircraft owned, leased or operated by the Insured Person's employer.

Exclusion 3 in the General Exclusions is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard, and only where the accident occurs within the geographic limits or territorial waters of, or airspace above the geographic limits or territorial waters of, a Designated War Risk Territory. All other exclusions in the General Exclusions apply.

“Designated War Risk Territory(ies)” means worldwide. A Designated War Risk Territory does not include the United States of America or the Insured Person’s country of permanent residence.

H-43 24-Hour on a Family Relocation Trip (Insured Dependents Only)

This Hazard applies only with respect to Injury sustained by an Insured Person during the course of any Family Relocation Trip made by the Insured Person.

Exclusions. Exclusion 2 in the General Exclusions is waived with respect to an Insured Dependent to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. However, unless otherwise provided by the Policy that Exclusion is not waived with respect to the person traveling or flying in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the accident causing such Injury occurs while the person is:

1. riding as a Passenger in any aircraft not intended and/or licensed for the transportation of Passengers.
2. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
3. riding as a Passenger in a Policyholder Aircraft or an aircraft owned, leased or operated by the Insured Dependent's employer.

All other exclusions in the General Exclusions apply.

“Family Relocation Trip” means a Trip made by an Insured Dependent in connection with the Insured’s transfer or proposed transfer by the Policyholder to a new worksite. The Trip must be authorized by, or taken at the direction of, the Policyholder and/or must be paid for in whole or in part by the Policyholder.

H-44 Family Accompanying the Insured (Insured Dependents Only)

This Hazard applies only with respect to Injury sustained by such Insured Dependent:

1. while he or she is accompanying the Insured or on his or her way to join the Insured; and
2. when the Trip is authorized by and/or paid for in whole or in part by the Policyholder; and
3. while the Insured is covered during the course of the circumstances described in, and subject to the exclusions and other terms and conditions of any Hazards for which the Insured is covered under the Policy.

DESCRIPTION OF BENEFITS

Principal Sum. As applicable to each Hazard and Benefit for each Insured Person, Principal Sum means the amount of insurance in force under the Policy on that person for that Hazard and Benefit as described for the Insured Person’s Eligible Class in the Principal Sums section and in the Table of Hazards, Benefits and Riders.

Reduction Schedule. The amount payable for a loss will be reduced if an Insured Person is age 70 or older on the date of the accident causing the loss with respect to any Benefit provided under the Policy where the amount payable for the loss is determined as a percentage of his or her Principal Sum. The amount payable for the Insured Person’s loss under that Benefit is a percentage of the amount that would otherwise be payable, according to the following schedule:

AGE ON DATE OF ACCIDENT	PERCENTAGE OF AMOUNT OTHERWISE PAYABLE
70-74	65%
75-79	45%
80-84	30%
85 and older	15%

Premium for an Insured Person age 70 or older is based on 100% of the coverage that would be in effect if the Insured Person were under age 70.

“Age” as used above, refers to the age of the Insured Person on the Insured Person’s most recent birthday, regardless of the actual time of birth.

B-1 Accidental Death Benefit

If Injury to an Insured Person results in death within 365 days of the date of accident that caused the Injury, We will pay 100% of the Principal Sum indicated for that Insured Person’s Eligible Class.

B-2 Accidental Dismemberment and Paralysis Benefit

If Injury results within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below, We will pay the percentage of the Principal Sum shown below for that Loss:

<u>For Loss of</u>	<u>Percentage of Principal Sum</u>
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot.....	100%
One Hand and the Sight of One Eye.....	100%
One Foot and the Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
One Hand or One Foot	50%
Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Hearing in One Ear	25%
Thumb and Index Finger of Same Hand	25%
Paralysis	
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Uniplegia	25%

“Loss” of a hand or foot means complete severance through or above the wrist or ankle joint. “Loss” of sight of an eye means total and irrecoverable loss of the entire sight in that eye. “Loss” of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. “Loss” of speech means

total and irrecoverable loss of the entire ability to speak. "Loss" of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

"Quadriplegia" means the complete and irreversible paralysis of both upper and lower limbs. "Paraplegia" means the complete and irreversible paralysis of both lower limbs. "Hemiplegia" means the complete and irreversible paralysis of the upper and lower limbs on the same side of the body. "Uniplegia" means the complete and irreversible paralysis of one limb. "Limb" means entire arm or entire leg.

If more than one Loss is sustained by an Insured Person as a result of the same accident, only one amount, the largest, will be paid.

Exposure and Disappearance. If by reason of an accident occurring while coverage is in force, the Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable, the loss will be covered under the terms of the Policy.

If the Insured Person's body has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the Insured Person was an occupant while covered under the Policy, then it will be deemed, subject to all other terms and provisions of the Policy, that the Insured Person has suffered accidental death within the meaning of the Policy.

B-4 Bereavement and Trauma Counseling Benefit

If an Insured Person suffers an accidental death or an accidental dismemberment or paralysis for which an Accidental Death or Accidental Dismemberment and Paralysis Benefit is payable, or if he or she goes into a coma for which a Coma benefit is payable, We will pay Covered Bereavement and Trauma Counseling Expenses that are due to his or her death or dismemberment or paralysis or coma. The Covered Bereavement and Trauma Counseling Expenses must be (1) recommended and approved by a Physician as being necessary to assist in coping with the loss; and (2) incurred within one year after the date of the accident causing such loss(es). Benefits will be paid up to a maximum of \$150 per session for up to 10 sessions for the Insured Person and all of his or her Immediate Family Members combined with respect to all such losses caused by the same accident.

"Covered Bereavement and Trauma Counseling Expenses" means an expense that: (1) is charged for an authorized Bereavement and Trauma Counseling Session for the Insured Person and/or one or more of his or her Immediate Family Member(s) provided under the care, supervision or order of a Physician; (2) does not exceed the usual level of charges for similar counseling sessions in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

Exclusions. In addition to the General Exclusions, Covered Bereavement and Trauma Counseling Expenses do not include any expenses for or resulting from any condition for which the Insured Person is entitled to benefits under any Workers' Compensation Act or similar law.

B-6 Carjacking Benefit – Percent of Principal Sum

We will pay a benefit when the Insured Person suffers one or more losses for which benefits are payable under the Accidental Death Benefit, Accidental Dismemberment and Paralysis Benefit, Coma Benefit as a result of a Carjacking of an Automobile while the Insured Person is operating, or riding as a passenger in, (including getting in or out of) such Automobile.

The amount payable is the lesser of: (1) \$10,000; or (2) 10% of the largest benefit payable under any one of the Benefits specified above due to the Carjacking. Only one benefit is payable for all losses as a result of the same Carjacking.

Verification of the Carjacking must be a part of an official report of the Carjacking or be certified, in writing, by the investigating officer(s).

“Automobile” means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, or jeep-type vehicle and a motor vehicle of the pickup, panel, van, camper or motor home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

“Carjacking” means taking unlawful possession of an Automobile by means of force or threats against the person(s) then rightfully occupying such Automobile.

B-7 (Revised) Coma Benefit

If Injury renders an Insured Person Comatose within 365 days of the date of the accident that caused the Injury, and if the Coma continues for a period of 30 consecutive days, the Company will pay a monthly benefit of 1% of the Insured Person's Principal Sum. This benefit is payable monthly for 11 months if the Insured Person remains Comatose due to that Injury. If the Insured Person remains Comatose through the 11th month, any residual portion of that Insured Person's Principal Sum will become payable on the first day of the 12th month during which the Insured Person remains Comatose. If the Insured Person ceases to be Comatose due to the Injury any time during the first 11 months, the monthly benefit will end. No benefit is provided for the first 30 days of Coma. No benefit is payable after the date the total amount of monthly Coma benefits paid for all Injuries caused by the same accident equals 100% of the Principal Sum. The Company will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which the Company is liable when the Insured Person is Comatose for less than a full month. Only one benefit is provided for any one month of Coma, regardless of the number of Injuries causing the Coma.

The Company reserves the right, at the end of the first 30 consecutive days of Coma, to examine at its own expense the Insured Person whose Injury is the basis of claim when and as often as it may reasonably require thereafter during the pendency of the claim.

“Coma/Comatose” means a profound state of unconsciousness from which the Insured Person cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician.

B-10 Day Care Benefit

If an Insured suffers accidental death such that an Accidental Death benefit is payable, We will pay a benefit on behalf of the Insured's Child on the date of the accident causing the Insured's death and on the date of the Insured's death who: (1) is enrolled in a Day Care Center on the date of the Insured's death; or (2) enrolls in a Day Care Center within 365 days after the Insured's death. The benefit is payable for each year of the Child's enrollment in a Day Care Center. The total amount of the benefit each year is equal to the least of:

1. the actual cost of care for that Child charged by that Day Care Center for that year;
2. 10% of the Insured's Principal Sum on the date of the accident causing death; or
3. \$10,000.

The applicable portion of the yearly benefit for each period of enrollment is payable upon receipt of due proof of enrollment, but not more frequently than monthly.

The benefit is not payable for any period of enrollment in a Day Care Center before the date of the accident that caused the Insured's death. The benefit is not payable for any period of enrollment after the earlier of: (1) the date the Child reaches 13 years of age; or (2) the date four years after the later of the date of the Insured's death or the date the Child first enrolls in a Day Care Center. If there is no Child eligible for the benefit within 365 days after the date of the Insured's death, We will pay a one-time lump sum benefit of \$10,000 to the Insured's designated beneficiary.

“Child” means the Insured's unmarried child, including a natural, step, foster or adopted child from the moment of placement in the Insured's home, under age 13 and primarily dependent on the Insured for support and maintenance.

“Day Care Center” means a facility that is duly licensed, certified or accredited by the jurisdiction in which it is located to provide child care and is operating in compliance with applicable laws and regulations of the jurisdiction.

B-13 Emergency Evacuation With Family Travel Benefit

We will pay for Covered Emergency Evacuation Expenses reasonably incurred if the Insured Person suffers an Injury or Emergency Sickness that warrants his or her Emergency Evacuation while he or she is outside a 100 mile radius from his or her current place of primary residence, up to a maximum of \$2,500,000 for all Emergency Evacuations due to all Injuries from the same accident or all Emergency Sicknesses from the same or related causes.

The Physician ordering the Emergency Evacuation must certify that the severity of the Insured Person’s Injury or Emergency Sickness warrants his or her Emergency Evacuation. All Transportation arrangements made for the Emergency Evacuation must be by the most direct and economical conveyance and route possible.

Family Travel Benefit

Following an Emergency Evacuation for which an Emergency Evacuation benefit is payable under the Policy, We will pay for expenses reasonably incurred:

1. to return to their current place of primary residence, with an attendant if necessary, any of the Insured Person’s Children who were accompanying the Insured Person when the Injury or Emergency Sickness occurred; but not to exceed the cost of a single one-way economy airfare ticket less the value of applied credit from any unused return travel tickets per person; and
2. to bring one person chosen by the Insured Person to and from the Hospital or other medical facility where the Insured Person is confined if the Insured Person is alone and if the place of confinement is outside a 100 mile radius from the Insured Person’s place of primary residence; but not to exceed the cost of one round-trip economy airfare ticket.

Travel Guard Group, Inc. must make all arrangements and must authorize all expenses in advance for any benefits under this Benefit to be payable. We reserve the right to determine the benefit payable, including reductions, if it is not reasonably possible to contact Travel Guard Group, Inc. in advance.

The General Exclusions and the Exclusions section of each Hazard to which this Benefit applies do not apply with respect to this Benefit.

“Children” means unmarried children, including natural, step, foster or adopted children from the moment of placement in the Insured Person’s home, under age 25 and primarily dependent on the Insured Person for support and maintenance. However, the age limit does not apply to a child who: (1) otherwise meets the definition of Children; and (2) is incapable of self-sustaining employment by reason of mental or physical incapacity.

“Covered Emergency Evacuation Expense(s)” means an expense that: (1) is charged for an Emergency Evacuation Service that is ordered by the attending Physician; (2) does not exceed the usual level of charges for similar Transportation, treatment, services or supplies in the state and county where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

“Emergency Evacuation” means, if warranted by the severity of the Insured Person’s Injury or Emergency Sickness: (1) the Insured Person’s immediate Transportation from the place where he or she suffers an Injury or Emergency Sickness to the nearest hospital or other medical facility where appropriate medical treatment can be obtained; (2) the Insured Person’s Transportation to his or her current place of primary residence to obtain further medical treatment in a hospital or other medical facility or to recover after suffering an Injury or Emergency Sickness and being treated at a local hospital or other medical facility; or (3) both (1) and (2) above. An Emergency Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such Transportation.

“Emergency Sickness” means an illness or disease, diagnosed by a Physician, which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured Person’s condition or place his or her life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while the Policy is in force as to the person suffering the symptom and under the circumstances described in a Hazard (a) applicable to that person and (b) to which this Benefit applies. For purposes of this Benefit, any references to “Injury” in such a Hazard are deemed to be references to “Injury or Emergency Sickness.”

“Transportation” means moving the Insured Person during an Emergency Evacuation by a land, water or air conveyance. Conveyances include, but are not limited to, air ambulances, land ambulances and private motor vehicles.

B-16 Home Alteration and Vehicle Modification Benefit

If an Insured Person:

1. suffers an accidental dismemberment or paralysis for which an Accidental Dismemberment and Paralysis benefit is payable;
2. did not, prior to the date of the accident causing such loss(es), require the use of a wheelchair to be ambulatory; and
3. as a direct result of such loss(es) are now required to use a wheelchair to be ambulatory,

We will pay Covered Home Alteration and Vehicle Modification Expenses that are incurred within one year after the date of the accident causing such loss(es), up to a maximum of \$25,000 for all such losses caused by the same accident.

“Covered Home Alteration and Vehicle Modification Expenses” means one-time expenses that:

1. are charged for:
 - (a) alterations to the Insured Person’s residence that are necessary to make the residence accessible and habitable for a wheelchair-confined person; or
 - (b) modifications to a motor vehicle owned or leased by the Insured Person or modifications to a motor vehicle newly purchased for the Insured Person that are necessary to make the vehicle accessible to and/or driveable by the Insured Person; and
2. do not include charges that would not have been made if no insurance existed; and
3. do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred;

but only if the alterations to the Insured Person’s residence and the modifications to his or her motor vehicle are:

1. made on the Insured Person’s behalf;
2. recommended by a nationally-recognized organization providing support and assistance to wheelchair users;
3. carried out by individuals experienced in such alterations and modifications; and
4. in compliance with any applicable laws or requirements for approval by the appropriate government authorities.

Exclusions. In addition to the General Exclusions, Covered Home Alteration and Vehicle Modification Expenses do not include any expenses for or resulting from any condition for which the Insured Person is entitled to benefits under any Workers’ Compensation Act or similar law.

B-25 Rehabilitation Benefit

If an Insured Person suffers an accidental dismemberment or paralysis for which an Accidental Dismemberment and Paralysis Benefit is payable, We will reimburse the Insured Person for Covered Rehabilitative Expenses that are due to the Injury causing the dismemberment or paralysis. The Covered Rehabilitative Expenses must be (1) recommended and approved by the attending Physician as being required rehabilitative training due to the Injury for which it is prescribed; and (2) incurred

within two years after the date of the accident causing that Injury. Benefits will be paid up to a maximum of \$25,000 for all Injuries caused by the same accident.

“Hospital” means a facility that: (1) is operated according to law for the care and treatment of injured people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a Hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the Hospital that is used for such purposes; or (3) any military or veterans Hospital or soldiers home or any Hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces.

“Covered Rehabilitative Expense(s)” means an expense that: (1) is charged for a Rehabilitative Training Service of the Insured Person performed under the care, supervision or order of a Physician; (2) does not exceed the usual level of charges for similar treatment, supplies or services in the state and county where the expense is incurred (for a Hospital room and board charge, does not exceed the most common charge for Hospital semi-private room and board in the Hospital where the expense is incurred); and (3) does not include charges that would not have been made if no insurance existed.

Exclusions. In addition to the Exclusions in the General Exclusions, Covered Rehabilitative Expenses do not include any expenses for or resulting from any condition for which the Insured Person is entitled to benefits under any Workers’ Compensation Act or similar law.

B-26 Repatriation of Remains Benefit

If an Insured Person suffers loss of life due to Injury or Emergency Sickness while outside a 100 mile radius from his or her current place of primary residence, We will pay for covered expenses reasonably incurred to return his or her body to his or her current place of primary residence, up to a maximum of \$2,500,000.

Covered expenses include, but are not limited to, expenses for: (1) embalming or cremation; (2) the most economical coffins or receptacles adequate for Transportation of the remains; and (3) Transportation of the remains by the most direct and economical conveyance and route possible.

Travel Guard Group, Inc. must make all arrangements and must authorize all expenses in advance for this benefit to be payable. We reserve the right to determine the benefit payable, including any reductions, if it was not reasonably possible to contact Travel Guard Group, Inc. in advance.

“Emergency Sickness” means an illness or disease, diagnosed by a Physician, which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured Person’s condition or place his or her life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while the Policy is in force as to the person suffering the symptom and under the circumstances described in a Hazard (a) applicable to that person and (b) to which this Benefit applies. For purposes of this Benefit, any references to “Injury” in such a Hazard are deemed to be references to “Injury or Emergency Sickness.”

B-28 Seat Belt and Air Bag (Percentage of Principal Sum Amount)

We will pay a benefit when the Insured Person suffers accidental death such that an Accidental Death benefit is payable under the Policy and the accident causing death occurs while the Insured Person is operating, or riding as a passenger in, an Automobile and wearing a properly fastened, original, factory-installed seat belt. The amount payable under this Benefit is the lesser of: (1) \$50,000; or (2) 10% of the Insured Person’s Principal Sum.

Air Bag Benefit. We will pay an additional benefit under this Benefit if a Seat Belt Benefit is payable under this Benefit and if the Insured Person is positioned in a seat protected by a properly functioning, original, factory-installed Supplemental Restraint System that inflates on impact. The additional amount payable under this Benefit is the lesser of: (1) \$50,000; or (2) 10% of the Insured Person's Principal Sum.

Verification of the actual use of the seat belt, at the time of the accident, and that the Supplemental Restraint System inflated properly upon impact must be a part of an official report of the accident or be certified, in writing, by the investigating officer(s).

"Automobile" means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, or jeep-type vehicle and a motor vehicle of the pickup, panel, van, camper or motor home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

"Supplemental Restraint System" means an air bag which inflates for added protection to the head and chest areas.

B-30 Tuition Benefit Rider

Children and Spouse Tuition Benefit. If an Insured suffers accidental death such that an Accidental Death benefit is payable under the Policy, We will pay the following benefit:

1. **For the Children.** We will pay a benefit to or on behalf of any Child of the Insured who met the definition of Child on the date of the accident causing the Insured's death and on the date of the Insured's death and who, on the date of the Insured's death: (1) is a full-time student in any Institution of Higher Learning above grade 12; or (2) is in grade 12 and subsequently enrolls as a full-time student in an Institution of Higher Learning within 365 days after the date of the Insured's death. The benefit will be paid for each year of the Child's continuous enrollment as a full-time student in an Institution of Higher Learning, to a maximum of four consecutive years or the date the Child reaches age 26, whichever comes first. The total amount of the benefit each year is equal to the least of:
 - (a) the actual tuition (exclusive of room and board) charged by that institution for enrollment during that year for that Child;
 - (b) 10% of the Insured's Principal Sum on the date of the accident causing death; or
 - (c) \$10,000.

The applicable portion of the yearly benefit for each term of enrollment is payable upon receipt of proof of enrollment for that term.

A Child who ceases to be enrolled as a full-time student becomes permanently ineligible for the benefit, even if he or she reenrolls at a later date. The benefit is not payable for any term of enrollment as a full-time student that begins before the date of the Insured's death.

2. **For the Spouse.** We will pay a benefit to or on behalf an Insured's Spouse who met the definition of Spouse on the date of the accident causing the Insured's death and on the date of the Insured's death and who, for the purpose of obtaining an independent source of support or to enrich his or her ability to earn a living: (1) is enrolled in any Institution of Higher Learning or professional or trade training program on the date of the Insured's death; or (2) subsequently enrolls in an Institution of Higher Learning or professional or trade training program within 30 months after the date of the Insured's death. The benefit will be paid for each year of the Spouse's continuous enrollment in an Institution of Higher Learning or professional or trade training program, to a maximum of four consecutive years. The total amount of the benefit for all institutions and programs combined each year is equal to the least of:
 1. the total actual tuition (exclusive of room and board) charged by those institutions or programs for enrollment during that year for the Spouse;

2. 10% of the Insured's Principal Sum on the date of the accident causing death; or
3. \$10,000.

The applicable portion of the yearly benefit for each term of enrollment is payable upon receipt of proof of enrollment for that term.

A Spouse who ceases to be enrolled as described above becomes permanently ineligible for the benefit, even if he or she reenrolls at a later date. The benefit is not payable for any term of enrollment that begins before the date of the Insured's death.

"Child" means unmarried children, including natural, step, foster or adopted children from the moment of placement in the Insured's home, under age 26 and primarily dependent on the Insured for support and maintenance.

"Institution of Higher Learning" means any accredited institution that provides education or training beyond the 12th grade level, including, but not limited to, any state university, private college, or trade school.

"Spouse" means the Insured's legal spouse.

B-42 Security Evacuation Benefit

If, as a result of an Occurrence that takes place during an Insured Person's Period of Coverage and while traveling outside his or her Home Country, an Insured Person requires a Security Evacuation, we will pay benefits to Transport the Insured Person to the Nearest Place of Safety. The determination that an Insured Person requires a Security Evacuation must be made by a Designated Security Consultant and all arrangements must be made by Travel Guard Group, Inc.

Benefits will be payable for eligible expenses up to a Maximum of \$100,000. Eligible expenses are for Transportation and Related Costs to the Nearest Place of Safety necessary to ensure the Insured Person's safety and well-being as determined by the Designated Security Consultant. Security Evacuation benefits are payable only once per Occurrence.

Benefits will also be payable for Transportation and Related Costs within 7 days of the Security Evacuation to either of these locations as chosen by the Insured Person:

- (1) back to the Host Country if return is safe and permitted; or
- (2) to the Insured Person's Home Country.

This benefit is subject to the overall Maximum stated above.

Benefits will be payable for consulting services by Designated Security Consultant for seeking information on Missing Person or kidnapping cases if the Insured Person is deemed kidnapped or a Missing Person by local or international authorities. This benefit is subject to the overall Maximum stated above.

Travel Guard Group, Inc. must make all arrangements and must authorize all expenses in advance of any benefits being payable. Travel Guard Group, Inc. is not responsible for the availability of Transport services. Where a Security Evacuation becomes impractical because of hostile or dangerous conditions, a Designated Security Consultant will endeavor to maintain contact with the Insured Person until a Security Evacuation becomes viable.

Right of Recovery

If, after a Security Evacuation is completed, it becomes clear that the Insured Person was an active participant in the events that led to an Occurrence, we have the right to recover all Transportation and Related Costs from the Insured Person.

Definitions

“Advisory” means a formal recommendation by the Appropriate Authorities that the Insured Person or citizens of his or her Home Country or citizens of the Host Country leave the Host Country.

“Appropriate Authority(ies)” means the government authority(ies) in the Insured Person’s Home Country or the government authority(ies) of the Host Country.

“Designated Security Consultant” means an employee of a security firm under contract to Travel Guard Group, Inc. or an Travel Guard Group, Inc. designated service provider who is experienced in security and measures necessary to ensure the safety of the Insured Person(s) in his or her care.

“Excluded Countries” means the following countries from which Security Evacuations are not available under this Benefit: any country subject to the administration and enforcement of U. S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL (OFAC).

“Home Country” means the country of citizenship of the Insured Person. If the Insured Person has dual citizenship, for the purposes of this Rider, his or her Home Country is the country of the passport he or she used to enter the Host Country.

“Host Country” means any country, other than an Excluded Country, in which an Insured Person is traveling while covered under the Policy.

“Imminent Physical Danger” means the Insured Person is subject to possible physical injury or sickness that could result in grave physical harm or death.

“Missing Person” means an Insured Person who disappeared for an unknown reason and whose disappearance was reported to the Appropriate Authority(ies).

“Natural Disaster” means a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:

1. is due to natural causes; and
2. results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Host Country and the area is deemed to be uninhabitable or dangerous.

“Nearest Place of Safety” means a location determined by the Designated Security Consultant where:

1. the Insured Person can be presumed safe from the Occurrence that precipitated the Insured Person’s Security Evacuation; and
2. the Insured Person has access to transportation to his or her Home Country; and
3. the Insured Person has the availability of temporary lodging, if needed.

“Occurrence” means any of the following situations in which an Insured Person finds him or her self while covered by the Policy:

1. expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country;
2. political or military events involving a Host Country, if the Appropriate Authorities issue an Advisory stating that citizens of the Insured Person’s Home Country or citizens of the Host Country should leave the Host Country;
3. Natural Disaster within 5 days of an event;
4. Verified Physical Attack or a Verified Threat of Physical Attack from a third party;
5. the Insured Person had been deemed kidnapped or a Missing Person by local or international authorities and, when found, his or her safety and/or well-being are in question within 7 days of his or her being found.

“Period of Coverage” means the period of time during which the Policy is in force with respect to the Insured Person.

“Related Costs” means food, lodging and, if necessary, physical protection for the Insured Person during the Transport to the Nearest Place of Safety.

“Security Evacuation” means the extrication of an Insured Person from the Host Country due to an Occurrence which results in the Insured Person being placed in Imminent Physical Danger.

“Transport/Transportation” means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the Insured Person’s common carrier tickets will be used.

“Verified Physical Attack” means deliberate physical harm of the Insured Person confirmed by documentation or physical evidence.

“Verified Threat of Physical Attack” means a threat against the Insured Person’s health and safety as confirmed by documentation and/or physical evidence.

Exclusions

No benefits are payable for charges, fees or expenses:

1. payable under any other provision of, or Rider to, the Policy to which the Rider providing this Benefit is attached;
2. that are recoverable through the Insured Person’s employer;
3. arising from or attributable to an actual fraudulent, dishonest or criminal act committed or attempted by an Insured Person, acting alone or in collusion with others;
4. arising from or attributable to an alleged:
 - a. violation of the laws of the Host Country by an Insured Person; or
 - b. violation of the laws of the Insured Person’s Home Country;unless the Designated Security Consultant determines that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at the expense of the Insured Person;
5. due to the Insured Person’s failure to maintain and possess duly authorized and issued required travel documents and visas;
6. arising from an Occurrence which took place in an Excluded Country;
7. for repatriation of remains expenses;
8. for common or endemic or epidemic diseases or global pandemic disease as defined by the World Health Organization;
9. for medical services;
10. for monies payable in the form of a ransom if a Missing Person case evolves into a kidnapping;
11. arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;
12. arising from or attributable, in whole or in part to non-compliance by the Insured Person with regard to any obligation specified in a contract or license;
13. due to military or political issues if the Insured Person’s Security Evacuation request is made more than 7 days after the Appropriate Authority(ies) Advisory was issued;

B-46 Bedside Visit Benefit.

If the Insured Person is confined to a Hospital or other medical facility for 7 days or more due to an Illness or Injury; the Company will pay for expenses reasonably incurred to bring one person chosen by the Insured Person to and from the Hospital or other medical facility where the Insured Person is confined if the place of confinement is outside a 100 mile radius from the Insured Person's place of primary residence; but not to exceed the cost of one round-trip economy airfare ticket.

The Insured Person must have been confined for the number of days specified above before this benefit is payable. The Company will also pay for lodging and meals for up to 7 days for such person in the area of such place of confinement, but: (a) only while the Insured Person remains so confined; and (b) not to exceed \$300 per day for lodging and \$100 per day for meals.

Travel Guard Group, Inc. must make all arrangements and must authorize all expenses in advance for this benefits to be payable. If it is not reasonably possible to contact Travel Guard Group, Inc. in advance, benefits for travel, lodging and meals will not exceed the amounts stated in the preceding paragraph.

Definitions As used in this Benefit, the following terms are defined as follows:

"Economy Airfare" means a class of accommodations on a plane that is less expensive than first class accommodations. In airline seating, the class that is cheaper than club and first class. It is also comparatively less luxurious and lower in passenger service than other classes.

"Hospital" means a facility that: (1) is operated according to law for the care and treatment of injured people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.'s); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces.

"Illness" means any disease, sickness, or infection of an Insured Person that begins while coverage is in force as to the Insured Person.

B-47 Psychological Therapy Benefit.

If Injury to the Insured Person results within 365 days of the date of the accident that caused the Injury, in an accidental dismemberment for which an Accidental Dismemberment benefit is payable under the Policy, the Company will pay Covered Psychological Therapy Expenses that are due to the Injury causing the dismemberment. The Covered Psychological Therapy Expenses must be (1) recommended and approved by the attending Physician as being required to assist the Insured person to cope with the loss; and (2) incurred within one year after the date of the accident causing the Injury. The amount payable for this benefit is the lesser of \$5,000 or 5% of the Insured Person's Principal Sum. Covered Psychological Therapy Expenses do not include any expenses for or resulting from an Injury for which the Insured Person is entitled to benefits paid or payable by Workers' Compensation or other similar law.

"Covered Psychological Therapy Expense(s)" means an expense that: (1) is charged for a Psychological Therapy Session for the Insured Person provided under the care or supervision of a Physician; (2) does not exceed the usual level of charges for similar therapy sessions in the state and county where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

B-48 Physical Therapy Benefit.

If an Insured Person suffers an accidental dismemberment or paralysis for which an Accidental Dismemberment and Paralysis benefit is payable under the Policy, the Company will pay Covered Physical Therapy Expenses that are due to the Injury causing the loss. The Covered Physical Therapy Expenses must be (1) recommended and approved by the attending Physician as being required to remedy impairments and disabilities and to promote mobility, functional ability, quality of life and movement potential; and (2) incurred within one year after the date of the accident causing the Injury. The amount payable for this benefit is \$100 for each Physical Therapy Session, for up to ten (10) sessions for treatment of all losses caused by the same accident. Covered Physical Therapy Expenses do not include any expenses for or resulting from an Injury for which the Insured Person is entitled to benefits paid or payable by Workers' Compensation or other similar law.

"Covered Physical Therapy Expense(s)" means an expense that: (1) is charged for a Physical Therapy Session for the Insured Person provided under the care or supervision of a Physician and carried out by a licensed physical therapist; (2) does not exceed the usual level of charges for similar therapy sessions in the state and county where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

LIMITATIONS

Limitation on Multiple Benefits. If an Insured Person suffers one or more losses from the same accident for which amounts are payable under more than one of the following Benefits, the maximum amount payable under all Benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit, Accidental Dismemberment and Paralysis Benefit, Coma Benefit.

Limitation on Multiple Hazards. If an Insured Person's Injury is caused by an accident that occurs under the circumstances described in more than one Hazard applicable to that person as shown in the Table of Hazards, Benefits and Riders, the Principal Sum for that Insured Person for that accident will be determined as though the accident occurred under the circumstances described in only one such Hazard, the Hazard with the largest Principal Sum: H-12, H-20, H-32, H-39, H-40, H-43, H-44

Aggregate Limit. The maximum amount payable may be reduced if more than one Insured Person suffers a loss as a result of the same accident, and if amounts are payable for those losses under one or more of the following Benefits: Accidental Death Benefit, Accidental Dismemberment and Paralysis Benefit, Coma Benefit. The maximum amount payable for all such losses for all Insured Persons under all those Benefits combined will not exceed the amount shown as the Aggregate Limit. If the combined maximum amount otherwise payable for all Insured Persons must be reduced to comply with this provision, the reduction will be taken by applying the same percentage of reduction to the individual maximum amount otherwise payable for each Insured Person for all such losses under all those Benefits combined. NOTE: If the Aggregate Limit is restricted in its applicability to certain Eligible Classes or certain Hazards, this Aggregate Limit provision applies only to Insured Persons in those Eligible Classes or to whom that Hazard applies.

GENERAL EXCLUSIONS

No coverage shall be provided under the Policy and no payment shall be made for any loss resulting from any of the following excluded risks even if the cause of the loss is the result of an accidental bodily Injury:

1. suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury.

2. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, whether as a Passenger, pilot, operator or crew member, unless specifically provided by the Policy.
3. declared or undeclared war, or any act of declared or undeclared war unless specifically provided by the Policy.
4. with respect to any benefit that is triggered by an accidental Injury only, sickness, disease, mental incapacity or bodily infirmity. "*Mental incapacity*" means the inability through mental disorder or mental retardation of any sort to carry on the everyday affairs of life or to care for one's person or property with reasonable discretion. "*Bodily infirmity*" means a physical ailment or weakness.
5. with respect to any benefit that is triggered by an accidental Injury only, infections of any kind regardless of how contracted, except bacterial infections that are caused by botulism, ptomaine poisoning or an accidental cut or wound that is not a result of any underlying sickness, disease or condition including but not limited to diabetes.
6. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured Person is not covered due to his or her active duty status will be refunded.) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.)
7. the Insured Person being under the influence of intoxicants while operating any vehicle or means of transportation or conveyance.
8. the Insured Person's commission of or attempt to commit a felony or being engaged in an illegal occupation.
9. with respect to any benefit that is triggered by an accidental Injury only, the medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity.
10. with respect to any benefit that is triggered by an accidental Injury only, stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.

CLAIMS PROVISIONS

Notice of Claim. Written notice of claim must be given to Us within 20 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to Us at AIG Accident and Health Claims, P.O. Box 25987, Shawnee Mission, KS 66225, or to any authorized agent of the Company, with information sufficient to identify the Insured Person, is deemed notice to Us.

Claim Forms. Upon receipt of a written notice of claim, We will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. . If such forms are not furnished within 15 days after the giving of such notice, the claimant will be deemed to have complied with the requirements of the Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made

Proof of Loss. Written proof of loss must be furnished to Us, in case of claim for loss for which the Policy provides any periodic payment contingent upon continuing loss, within 90 days after the termination of the period for which the We are liable, and in case of claim for any other loss, within 90 days after the date of such loss. Failure to furnish such proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

Payment of Claims. Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured Person. Any other accrued indemnities unpaid at the Insured

Person's death may, at Our option, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Insured Person.

If any indemnity of this Policy shall be payable to the estate of the Insured Person, or to an Insured Person or beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such indemnity up to an amount not exceeding \$1,000 to any relative by blood or connection by marriage of the Insured Person or beneficiary who We deem to be equitable entitled thereto. Any payment We make in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

Time of Payment of Claims. Benefits payable for any loss other than loss for which the Policy provides periodic payments will be paid as they accrue immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

GENERAL PROVISIONS

Time Limit on Certain Defenses. After two years from the date of issue of the Policy, no misstatements of the Policyholder, except a fraudulent misstatement, made in the application shall be used to void the Policy; and after two years from the effective date of the coverage with respect to which any claim is made no misstatement of any Insured eligible for coverage under this Policy, except a fraudulent misstatement, made in the application under this Policy shall be used to deny a claim for loss incurred or disability (as defined in this Policy) commencing after expiration of such two years.

Legal Actions. No action at law or in equity may be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of three years after the time written proof of loss is required to be furnished.

Beneficiary Designation and Change. The Insured's designated beneficiary(ies) is (are) the person(s) so named by the Insured for the Policyholder's group life insurance policy as shown on the Policyholder's records kept on that policy, unless the Insured has named a beneficiary specifically for this coverage as shown on the Policyholder's records kept on the Policy. The Insured Dependent's beneficiary is the Insured unless the Insured has named a different beneficiary(ies) for the Insured Dependent's coverage as shown on the Policyholder's records kept on the Policy.

The right to change of beneficiary is reserved to the Insured and the consent of the beneficiary or beneficiaries shall not be requisite to any change in beneficiary.

If there is no designated beneficiary for an Insured's coverage or no designated beneficiary for the Insured's coverage is living after the Insured's death, the benefits will be paid to the Insured's estate.

If no beneficiary for an Insured Dependent's coverage is living on the date of the Insured Dependent's death, the beneficiary is the Insured's estate.

Physical Examination and Autopsy. We, at Our own expense, have the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy when and as often as We may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

Assignment. An Insured may assign all of his or her rights, privileges and benefits under the Policy without the consent of his or her designated beneficiary. We are not bound by an assignment until We receive and file a signed copy. We are not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the Policy.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: Exelixis, Inc

Policy Number: GTP 0009158896

BENEFIT B-44 (Rev1) OUT OF COUNTRY MEDICAL EXPENSE BENEFIT RIDER

This Rider is attached to and made part of the Policy effective August 19, 2021. It applies only with respect to a Medical Emergency that occurs on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider. See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Rider with respect to each class of Insured Person and each Hazard.

I Out of Country Medical Expense Benefit. If, while traveling outside of his or her country of permanent residence, during the course of any Trip of not more than 365 days and While on the Business of the Policyholder, an Insured Person suffers an Injury or contracts a Sickness that requires him or her to be treated by a Physician, the Company will pay, subject to the Out of Country Medical Expense Limitations noted below, the Usual and Customary Charges incurred for Covered Medical Services received due to that Injury or Sickness up to \$500,000 per Insured Person for that Injury or Sickness. This benefit is payable for such charges incurred outside the Insured Person's country of permanent residence and within 52 weeks after the date of the accident causing the Injury or the onset of the Sickness.

Covered Medical Service(s) - as used in this Rider, means any of the following services that are ordered by a Physician while the Insured Person is under that Physician's care or supervision; and which are needed for treatment, care or diagnosis of the condition for which they are prescribed or performed:

1. Hospital semi-private room and board (or, when ordered by the attending Physician, room and board in an intensive care or cardiac care unit); Hospital ancillary services (including, but not limited to, use of the operating room or emergency room); or use of an Ambulatory Medical Center;
2. services of a Physician or a registered nurse (R.N.);
3. ambulance service to or from a Hospital;
4. laboratory tests;
5. radiological procedures;
6. anesthetics and the administration of anesthetics;
7. blood, blood products and artificial blood products, and the transfusion thereof; physical therapy and occupational therapy;
8. rental of Durable Medical Equipment;
9. artificial limbs, artificial eyes or other prosthetic appliances; or
10. medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription.

Definitions. As used in this Rider, the following terms are defined as follows:

Ambulatory Medical Center - means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.

Durable Medical Equipment - refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

Medical Emergency - means a condition caused by an Injury or Sickness which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured Person's condition or place his or her life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while the Policy is in force as to the person suffering the symptom and under the circumstances described in a Hazard (a) applicable to that person and (b) to which this Rider applies.

Hospital - means a facility that: (1) is operated according to law for the care and treatment of injured people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.'s); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces.

Sickness – means any disease, illness, or infection of an Insured Person that begins while coverage under the Rider is in force as to the Insured Person.

Usual and Customary Charge(s) - means a charge that: (1) is made for a Covered Medical Service; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the state and county where the expense is incurred (for a Hospital room and board charge, other than for a stay in an intensive care unit or a cardiac care unit, does not exceed the Hospital's most common charge for semi-private room and board); and (3) does not include charges that would not have been made if no insurance existed.

Out of Country Medical Expense Exclusions. In addition to the Exclusions in the General Exclusions section of the Policy, Out of Country Medical Expense benefits are not payable for, and Usual and Customary Charges for Covered Medical Services do not include, any expense for or resulting from:

1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless for the purpose of modifying the item because the Injury or Sickness has caused further impairment in the underlying bodily condition.
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement of sound natural teeth damaged or lost as a result of the Injury or Sickness not to exceed \$250 per tooth per accident.
3. new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless the Injury or Sickness has caused impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because the Injury or Sickness has caused further impairment of sight.
4. new hearing aids or hearing examinations unless the Injury or Sickness has caused impairment of hearing; or repair or replacement of existing hearing aids unless for the purpose of modifying the item because the Injury or Sickness has caused further impairment of hearing.
5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Out of Country Medical Benefits for rental of Durable Medical

Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Medical Expense in lieu of such rental expense).

6. personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, or guest meals.
7. any condition for which the Insured Person is entitled to benefits under any Workers' Compensation Act or similar law.

II Medical Emergency Guarantee Charge Expense Benefit. If, while traveling outside of his or her country of permanent residence, an Insured Person suffers a Medical Emergency for which Out of Country Medical Expense benefits become payable under this Rider and such person incurs a Hospital Admission Guarantee Charge and/or a Medical Expense Guarantee Charge, the Company will pay the actual expenses incurred for guarantee of the payment to the Hospital or the medical provider up to a maximum of \$10,000.

- **Hospital Admission Guarantee Charge** means any charge or expense made by a Hospital prior to and as a condition of an Insured Person's admission to that Hospital.
- **Medical Expense Guarantee Charge** means any charge or expense made by a medical provider other than a Hospital prior to and as a condition of an Insured Person's being provided with the medical service or treatment by that provider.

Any maximum payable under the Out of Country Medical Expense Benefit will be reduced by any amounts paid or payable under this Medical Emergency Guarantee Charge Expense Benefit.

Exclusions:

Any exclusions in the Policy or any Rider or any Endorsement attached thereto pertaining to sickness or disease are hereby waived with respect to an Insured Person to whom this Benefit Rider applies, but only with respect to a loss incurred by such person under the circumstances described in this Rider and solely with respect to the benefits provided under this Rider. All other exclusions in the Policy or any Rider or any Endorsement attached thereto apply with respect to this Rider.

IMPORTANT NOTICE

This Out of Country Medical Expense Benefit is intended to fill gaps in coverage that may exist under a separate employee welfare benefit plan that provides benefits for covered medical expenses. This benefit does not satisfy the "minimum essential coverage" requirements under the Affordable Care Act.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: Exelixis, Inc
Policy Number: GTP 0009158896

BENEFIT B-45 (Rev) ATTENDOR BENEFIT RIDER

This Rider is attached to and made part of the Policy effective August 19, 2021. It applies only with respect to losses of life that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider. See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Rider with respect to each class of Insured Persons and each Hazard.

Attendor Benefit. If a Repatriation of Remains benefit becomes payable under the Policy, the Company will also pay for expenses reasonably incurred for one person (referred to as the Attendor) to accompany the deceased Insured Person's remains from the place where death occurred to the deceased Insured Person's place of primary residence; but not to exceed the cost of one round-trip economy airfare ticket. The Company will also pay for the Attendor's lodging and meals for up to 7 days, but: (a) only while the Attendor is away from his or her place of primary residence in connection with accompanying the deceased Insured Person's remains as described above; and (b) not to exceed \$400 per day for lodging and meals.

Travel Guard Group, Inc. must make all arrangements and must authorize all expenses in advance for this benefit to be payable. The Company reserves the right to determine the benefit payable, including any reductions, if it was not reasonably possible to contact Travel Guard Group, Inc. in advance.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: Exelixis, Inc
Policy Number: GTP 0009158896

BENEFIT B-51 PERSONAL PROPERTY BENEFIT RIDER

This Rider is attached to and made part of the Policy effective August 19, 2021. It applies only with respect to losses that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider. See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Rider with respect to each class of Insured Person and each Hazard.

The Company will reimburse the Policyholder for the cost of replacement or repair of Personal Property or Business Equipment that is lost, stolen or accidentally damaged up to a maximum amount of \$2,500. The Personal Property or Business Equipment must be accompanying and in the care and custody of the Insured Person While on the Business of the Policyholder. At the request of the Policyholder, the Company may reimburse the Insured Person for claims for Personal Property.

Definitions:

Business Equipment – means any property (other than money, vehicles, vehicle parts or accessories) owned by the Policyholder.

Money – means cash, bank or currency notes, checks, postal or money orders or other negotiable instruments with cash value.

Personal Property – means property owned by and in the custody or control of an Insured Person during the Trip (other than money, vehicles, vehicle parts, vehicle accessories or Business Equipment.)

Additional Benefits:

1. Lost keys

If, while on a Trip, the keys to the primary residence of an Insured Person are lost or stolen, the Company will pay for the replacement keys or cost of replacing the lock(s) up to a maximum of \$500.

2. Replacement travel documents

If, while on a Trip, an Insured Person's passport, required visa or other essential travel documents are lost, stolen or damaged, the Company will pay the Policyholder or the Insured Person up to \$1,000 for the non-recoverable, reasonable and necessary costs of replacement items for the Trip to continue.

3. Temporary loss of Personal Property or Business Equipment

If the Insured Person Personal Property or Business Equipment is temporarily lost for more than four hours during a Trip, the Company will reimburse the reasonable expenses up to \$1,000 towards the cost of buying essential and reasonable replacement items. If the Personal Property or Business Equipment which has been temporarily lost becomes permanently lost and this results in a claim, the Company will deduct the amount already paid for temporary loss from the payment.

Conditions

The Insured Person shall exercise all reasonable care for the safety, security and supervision of all Personal Property and Business Equipment at all times and must not leave property unattended in a public place or in any unlocked vehicle, room or building.

All loss or damages attributable to theft, vandalism, or loss or damage by Common Carriers must be reported to the local police or appropriate authority within 48 hours after the discovery of the loss and a written acknowledgment of the report obtained and provided to the Company.

The basis of settlement will be the replacement value of items and at the Company's discretion the Company may choose to replace, repair, or pay for the loss in cash.

Exclusions Applicable to this Rider

Perils Excluded

No benefits will be paid for:

1. any loss due to chipping, scratching or breakage of glass, china or other fragile articles, unless due to fire, theft or accident involving the transport in which they were being carried;
2. loss or damage due to:
 - a) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration,
 - b) mechanical or electrical failure or breakdown;
 - c) any process of cleaning, dying, restoring, repairing or alteration;
3. loss or damage caused by delay, detention or confiscation by order of any government or public authority;
4. loss due to theft by an Insured Person's family member or any other traveling companion.
5. any intentional act by the Insured Person, Insured Person's family member or any other traveling companion

Property Excluded

No benefits will be paid for:

1. loss of Money, bonds, negotiable instruments and securities of any kind;
2. loss of or damage to Personal Property sent as freight or under an airway-bill or bill of lading

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: Exelixis, Inc

Policy Number: GTP 0009158896

**ENDORSEMENT E-2
MODIFIED PAYMENT OF CLAIMS ENDORSEMENT**

This Endorsement is attached to and made part of the Policy effective August 19, 2021. It applies only with respect to benefits payable under the Policy on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Endorsement. See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Endorsement with respect to each class of Insured Persons and each Hazard.

Modified Payment of Claims. With respect to losses suffered by Insured Persons whose permanent, current place of primary residence is outside the United States of America or Canada, the Company will pay any benefits that may become payable under the Policy to the Policyholder, who:

1. will hold such payment in trust for the sole use and benefit of the Insured Person or his or her beneficiary or other person to whom such benefits are payable (the Payee), as described in the Payment of Claims provision of the Claims Provisions section of the Policy;
2. will transmit such payment to such Payee in accordance with the Payment of Claims, Time of Payment of Claims, and Beneficiary Designation and Change provisions of the Claims Provisions and General Provisions sections of the Policy;
3. agrees that any such payment made by the Company to the Policyholder constitutes a full discharge of the Company's liability with respect to the claim for which payment is made;
4. will alone assume full responsibility for the proper application or distribution of such payment;
5. will indemnify, defend and hold harmless the Company for any claims, demands, judgments, losses, costs, expenses, liabilities and damages whatsoever, including interest, penalties and legal fees, arising from or relating in any way to such payment or to the amount, application or distribution thereof; and
6. with respect to any application or disbursement of such payment in foreign currency, will use the foreign exchange rate in effect at the Policyholder's payor bank on the date the benefits become payable to convert United States of America dollar-denominated currency into foreign currency.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Endorsement:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

Policyholder: Exelixis, Inc
Policy Number: GTP 0009158896
Effective Date: August 19, 2021

CIVIL UNIONS/STATE REGISTERED DOMESTIC PARTNERSHIP ENDORSEMENT

This Endorsement is issued in consideration of the premium paid and is attached to and made part of the Policy or Certificate as of the Effective Date shown above at 12:01 AM Standard Time at the address of the Policyholder. It applies only with respect to coverages that are in effect on or after that date. Any changes in the premium apply as of the first premium due date on or after the effective date of this Endorsement. It is subject to all of the provisions, benefits, limitations, and exclusions of the Policy or Certificate except as they are specifically modified by this Endorsement. If there is a conflict between the Policy or Certificate and this Endorsement, the terms of this Endorsement will govern. This Endorsement amends the Policy or Certificate in the following manner:

- The following definitions are added to and made a part of the Policy or Certificate. They replace any definitions pertaining to Domestic Partnership that may already be contained in the Policy or Certificate.

Civil Union Partner or State Registered Domestic Partner means a person who has entered into a Civil Union or a State Registered Domestic Partnership.

Civil Union or State Registered Domestic Partnership means an arrangement under which two persons have established a relationship as defined by and pursuant to the laws of the state in which such relationship has been recognized and under which both persons are entitled to receive the benefits and protections, and be subject to the responsibilities, of spouses.

- The definitions, terms, conditions or any other provisions of the Policy, including any Application, the Certificate, and/or any Riders and Endorsements to which this Endorsement is attached are hereby amended and superseded as follows:

Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms include the relationship created by a Civil Union or a State Registered Domestic Partnership.

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a Civil Union or a State Registered Domestic Partnership.

Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a Civil Union or a State Registered Domestic Partnership.

CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE

State law may grant Civil Union Partner or State Registered Domestic Partners the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to Civil Union Partners or State Registered Domestic Partners. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of Civil Union Partners or State Registered Domestic Partners in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of Civil Union Partners or State Registered Domestic Partners if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under "COBRA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, Civil Union Partners or State Registered Domestic Partners and their families may or may not have access to certain benefits under the Policy, Certificate (if applicable), Rider, or Endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under the Policy.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Endorsement:



President



Secretary

**NOTICE OF PROTECTION PROVIDED BY
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to the policyholders by the California Life and Health Insurance Guarantee Association (“the Association”). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers’ care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone’s rights or obligations or the rights or obligations of the Association.

COVERAGE

- **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

- **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

- **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities, and structured settlement annuities, the Association will provide the following:

- **Life Insurance**
 - 80% of death benefits but not to exceed \$300,000
 - 80% of cash surrender or withdrawal values but not to exceed \$100,000
- **Annuities and Structured Settlement Annuities**
 - 80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon the changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association’s website www.califega.org.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org or contact either of the following:

California Life and Health Insurance
Guarantee Association
P.O. Box 16860
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, CA 90013
(800) 927-4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.